

BMCW Contract Program Requirements for the Provision of Assessment/Stabilization Center Services

I. Contract Program Requirements as of September 12, 2012.

An adolescent assessment/stabilization center (ASC) is a short-term placement resource for children ages 12-17 who have been taken into protective custody for the first time, or for children who require a temporary placement while steps for stabilizing placements are being explored. Placements in centers are expected to be short term to assess the specific needs of the child. The safety, well-being and stability of children are a primary focus for all BMCW programs.

The philosophy of the ASC, in keeping with the mission of the Bureau of Milwaukee Child Welfare and the Department of Children and Families, is to help promote permanency for adolescents with family reunification being the first choice to the extent possible. All services provided by the centers shall promote this philosophy. The ASC must see itself as a key unit of the overall public child welfare system.

The ASC shall address the unique needs and best interests of each child by:

1. Providing a safe and nurturing living environment in which adolescents can be stabilized, monitored and assessed for the most appropriate placement to achieve permanency goals;
2. Creating and maintaining open and supportive communications among all parties to reach a final goal of permanence;
3. Adhering to and supporting the principles of the Adoption and Safe Families Act (ASFA) which mandates timely permanence for all children in out-of-home care;
4. Participating in Family Teaming meetings as needed to provide support and encouragement to youth to meet their diverse and specific developmental needs including appropriate educational, medical, behavioral and dental-care support.

II. Licensing Requirements

- A. The Contractor must be licensed by the Bureau of Permanency and Out-of-Home Care (BPOHC) as a Shelter Facility under DCF 59.
- B. The Contractor must maintain the Shelter Facility license, in good standing, throughout the course of the contract.
- C. The Contractor must comply with all requirements as set by BPOHC and BMCW.
- D. All licensing violations by the Contractor will be reported by BPOHC to BMCW. At the Bureau's discretion, this may result in BMCW holding future placements to the facility until such time as the violation is deemed to have been corrected.

III. Admissions Requirements

- A. Only BMCW's contract partner for placement referral services can authorize placements.
- B. Wraparound Placements
 - 1. All placements of adolescents involved in Wraparound services must be coordinated with BMCW's contract partner for placement referral services, regardless of the time of day.
 - 2. The Wraparound program is responsible for payment of Wraparound placements.
- C. Admissions Paperwork
 - 1. The Contractor will ensure that the ASC Admission Form is completed for each child admitted to the center.
 - 2. A Safety/Crisis Plan will be developed for each child in care within 24 hours of admission. This plan will include:
 - a. Reason for placement
 - b. Current health status/mental health concerns
 - c. Triggers identified by child
 - d. Triggers identified by staff
 - e. Resources and strategies to be used in crisis situations

A copy of this plan, and any updates, will be sent to the case manager and the contracted Placement Referral Unit (PRU) within 24 hours of completion.

 - 3. The Contractor will require BMCW placement packets (orange folders) upon admission to the ASC. However, in the rare circumstances that a placement packet is not available, the center cannot refuse placement.
 - 4. AWOL with return within 48 hours:
 - a. If an adolescent who has been discharged due to AWOL returns to the facility of their own accord within 48 hours of being discharged, the facility will re-admit the adolescent and then notify the assigned BMCW case manager and PRU immediately.
 - b. Additional admission paperwork will not be required.
 - c. If a bed is not available, the facility will attempt to keep the adolescent at the center, and will immediately contact the assigned case manager during daytime hours or 220-SAFE if it is after business hours.
 - 5. AWOL with return after 48 hours:
 - a. If an adolescent returns to the facility after 48 hours of being discharged, the Contractor will attempt to keep the adolescent at the center and will immediately notify the assigned BMCW case manager must during business hours or contact 220-SAFE if it is after business hours.

b. If the adolescent is to be re-admitted to the center, new admission paperwork will be required.

6. Additional AWOL procedures are addressed in Section VI.

E. Placements must be accepted seven days a week, 24 hours a day.

1. The Contractor must ensure a single point of contact for placement coordination at all times.

2. The Contractor will make available a telephone number or pager number that will be answered 24 hours a day.

3. If the Contractor uses a pager as the means for contact all pages must be returned within 10 minutes.

4. If the Contractor cannot be reached by telephone or pager within 10 minutes, BMCW, at its discretion, may assess a fee in the amount of \$75.00 for each violation. BMCW will notify the Contractor in writing if a violation of this nature occurs and a fee is assessed.

5. The general rule is that the Contractor must accept all placement referrals authorized by BMCW unless the Contractor does not have an age- and gender-appropriate vacancy, or the Center is under a health quarantine that is recognized by the PRU.

6. If a center refuses to accept placement of an adolescent in violation of the contract, BMCW, at its discretion, may assess a fee in the amount of \$150.00 for each violation. BMCW will notify the Contractor in writing if a violation of this nature occurs and a fee is assessed.

7. The Contractor will inventory and secure the adolescent's belongings and will locate contraband including, but not limited to lighters, knives, etc., upon admission in accordance with the Contractor's own guidelines and within any applicable confines of patient's rights standards under DCF 94. A copy of the Contractor's guidelines will be submitted to BMCW within 15 days of contract signing.

IV. Standard of Care

A. The Contractor will meet the physical needs of each child in care.

1. The Contractor will ensure that a two-day supply of proper nutritional food is available to meet the needs of the total number of adolescents for which the center is licensed.

2. The Contractor will ensure that adolescents are adequately clothed during their stay. Adolescents at the center may maintain their own clothes, but the Contractor must ensure that an emergency supply of clean and weather appropriate clothing (coats, hats, etc.) is available to adolescents who do not have an adequate supply of their own clothing.

B. The Contractor will provide quality care for children which best meets the individual needs of the child.

1. During a child's placement in a center, the Agency will arrange for, encourage, support and cooperate in assisting the child in maintaining contact with his or her biological or adoptive family

and siblings through regular visitation and family interaction, as required in the court order, permanency plan or case plan. Family visitation is further addressed in Section XIII.

2. The Contractor must deliver and engage children in programming that focuses on the needs of each child in various stages of social and physical development.

3. The Contractor may be required to address medical/mental health issues, substance abuse issues, runaway behaviors, and other high risk behaviors. These issues are further addressed in Sections VIII, IX, and XII.

C. The Contractor will ensure each child's safety, defined as children remaining safe from potential harm while in care. The child will be protected from potential threats to their safety, whether in or out of the home. The following shall apply:

1. There shall be no maltreatment by agency staff, other children in the home, or others.

2. The use of physical restraints and corporal punishment is prohibited. However, physical restraint may be used in the event of an emergency as defined by DCF 59 licensing guidelines.

3. Training on discipline which excludes the use of physical discipline and corporal punishment shall be provided to all staff.

4. Internal staff will be responsible for reporting on allegations of abuse and neglect in the center.

5. Children will remain safe while participating in activities outside of the center.

6. There shall be appropriate adult supervision and nurturing and effective engagement of children in programming.

7. Age-appropriate children shall participate in crisis stabilization and planning.

8. Age-appropriate children shall participate in transitional and permanency planning.

9. The Contractor must ensure that there is appropriate supervision, support and direction appropriate to the child's needs and exhibited behaviors.

10. The Contractor must address the changing needs of a child including an increase in high-risk behaviors.

V. Assessments

A. All adolescents admitted to the center must have internal and external assessments completed unless otherwise stipulated by the child's case manager.

B. Each adolescent must have a Preliminary Internal Assessment completed and sent to the designated PRU staff and the child's case manager within five business days of admission. The assessments must be updated weekly and sent to the designated PRU staff and the case manager every Wednesday by 10 a.m.

C. The Contractor must develop guidelines to ensure that ongoing internal assessments of the adolescents are comprehensive and complete.

D. The Contractor must ensure that the staff completing the weekly assessments have the clinical experience and education necessary to provide useful assessment information.

E. Based on the ASC recommendations, the case manager has the responsibility to identify which external assessments each adolescent will receive and to identify the service provider that will perform the external assessment(s).

VI. Absent Without Leave (AWOL) Procedures

A. When the Contractor determines that a child is AWOL from the facility during business hours (8 a.m. to 5 p.m., Monday through Friday) the Contractor will contact the police, the assigned case manager or supervisor, and the PRU Assessment/Stabilization Center Coordinator.

B. The Contractor must initiate all contacts within 10 minutes of determining a child is AWOL.

C. When a child goes AWOL outside of business hours, the Contractor will contact the police within 10 minutes of determining the adolescent is AWOL. The Contractor will also leave a voice mail message for the assigned case manager or supervisor, and the PRU Assessment/Stabilization Center Coordinator.

D. When any child has been reported AWOL, the Contractor will “hold” the bed overnight for that child. If the child does not return by 8 a.m. the following morning, the child will be discharged from the facility unless otherwise authorized by the PRU.

E. If a child who has been discharged due to AWOL returns to the facility of his or her own accord **within 48 hours of being discharged**, the facility will re-admit the adolescent and notify the assigned case manager and the OHCU. Additional admission paperwork will not be required.

F. If a bed is not available, the Contractor will contact the assigned case manager (or 220-SAFE if after business hours).

G. If an adolescent returns to the facility **after 48 hours of being discharged**, the assigned case manager must be contacted immediately (or 220-SAFE if after business hours) and, if the adolescent is to be re-admitted to the center, new admission paperwork will be required.

VII. Incident Reports

A. If a child returns from an activity intoxicated, under the influence of drugs or is exhibiting belligerent behavior, the Contractor will first attempt to stabilize the situation and maintain the adolescent at the facility.

B. If the adolescent is out of control, the Contractor will notify the police and/or emergency medical services, and the assigned case manager.

C. The Contractor must complete a Serious Incident Report and submit the completed report to the assigned case manager, the BMCW Program Evaluation Manager (PEM) and the PRU Assessment/Stabilization Center Coordinator within 48 business hours of the incident occurring.

D. If an adolescent engages in behavior that includes an act of violence or threat of violence or whose conduct results in damage to property, the Contractor must complete an incident report. Under these circumstances it is appropriate for the contract partner to contact law enforcement officials.

E. If the police officer concludes that the behavior is criminal, the police officer may remove the adolescent from the facility. If the police officer does not believe the adolescent's behavior necessitates that he or she be detained, then the child is to remain at the center.

F. The Contractor may then make a request to have the adolescent removed following the procedures set forth in §XIX. Under no circumstances is the Contractor to make a unilateral decision to have the child removed from the center.

G. The Contractor must submit all Serious Incident Reports to the BPOHC as required by licensing regulations.

H. The Incident Report does not in any way replace the Contractor's statutory responsibility to report all adolescent abuse and neglect allegations by calling 220-SAFE.

VIII. Educational Services

A. The Contractor must provide assistance to maintain the adolescent's existing school placement if at all possible and appropriate. Contact with a child's school should be made within 24 business hours of admission. All adolescents are expected to attend school every day scheduled.

B. For adolescents attending Milwaukee Public Schools the Contractor must, at the time of intake, complete the Homeless Education Program Assessment Center intake form and fax a copy to heplanning@milwaukee.k12.wi.us.

C. The Contractor must address transportation issues to ensure that every child has the ability to attend school. **When no other options are feasible, the Contractor must provide the transportation to and from school.**

D. The Contractor must ensure continuity of care between the adolescent's school and the center, and any issues are to be immediately reported to the assigned case manager.

IX. Medical, Dental and Behavioral Evaluations or Services

A. For new adolescents entering out-of-home care, the Contractor must contact the Child Protection Center (CPC) *within one business day* (unless an appointment has already been made) to arrange for a health screen.

B. The Contractor must ensure that the health screen is scheduled and completed *within five business days* of the adolescent entering out-of-home care. CPC is located at 1020 N. 12th Street, Milwaukee.

C. The Contractor must schedule routine, follow-up and emergency medical, dental or behavioral appointments for the adolescent.

D. The Contractor must ensure that transportation issues are addressed to ensure that every child has the ability to attend all medical, dental and behavioral appointments. **When other transportation options are not feasible, the Contractor must provide transportation to and from these appointments.**

E. The Contractor must evaluate the dental needs of all adolescents who are admitted to the facility.

F. The Contractor must arrange for and obtain any prescription medications the adolescent requires.

G. The Contractor must administer medications as required by DCF 59, including, but not limited to, documentation of the medication dosage and frequency given.

X. Medicaid Coverage

A. Children placed in the facility under Temporary Physical Custody or a Child in Need of Protective Services orders have immediate medical coverage. The assigned case manager is responsible for applying for Medicaid coverage for the adolescent, will provide a Child Information for Medical Coverage letter at the time of admission.

B. If the Contractor takes an adolescent to a medical provider, or purchases prescribed medication, the Contractor will present the Child's Medicaid ID number, or the Child Information for Medical Coverage letter, to the provider and will direct them to bill the child's Medicaid account.

C. If a medical provider denies Medical Coverage letter, the Contractor will contact the assigned case manager for follow-up.

D. All questions and problems related to obtaining medical services should be reported to the FAST unit (414) 220-7023 or (414) 220-7057.

XI. Visitation Requirements

A. The Contractor must address transportation issues to ensure that every child has the ability to attend visits with family members as deemed appropriate by the assigned case manager.

B. The Contractor will provide a privacy area for visitations at the facility when applicable.

C. The Contractor must ensure that no disciplinary measures resulting from violations of house rules result in a child missing family visits.

XII. Recreational /Social Activities

A. The Contractor must provide and supervise daily structured recreational and/or social activities.

B. The Contractor must ensure that any adolescent who has a case manager-approved recreational/social activity in his plan of care is allowed to continue in that activity.

C. The Contractor must address transportation issues to ensure that every adolescent has the ability to attend recreational/social activities. **When other transportation options are not available or feasible, the Contractor must provide transportation to and from recreational/social activities.**

XIII. Off-Ground Activities/Pass

A. The Contractor can only allow an adolescent an off-grounds activity/pass after authorization by the assigned case manager and inclusion in the care plan. The off-grounds activity must also have a specific destination and length of time. "Community" or "open-ended" passes are not allowed.

B. The Contractor must ensure that, unless an adolescent has been approved for an off-grounds activity, the Contractor's staff will directly supervise all activities.

C. The Contractor must document in the case file any time the adolescent is on an approved off-grounds activity or away from the facility for any length of time. The Contractor must include the following items:

1. Time of departure
2. Time of return
3. Location of activity
4. Physical condition at time of departure/return
5. Emotional/behavioral condition at time of departure/return
6. Transportation arrangements

XIV. Employment/Community Service Related Activity

The Contractor must ensure that any adolescent that has a current employment or community service requirement is allowed to maintain the employment or continue to complete the community service requirement where there is prior approval by the assigned case manager and inclusion in the care plan.

XV. Staff Ratio

A. There will be a minimum of one staff person for every four adolescents in placement during waking hours.

B. There will be a minimum of one on-duty staff for every eight adolescents during sleeping hours. On duty is defined as awake, alert, within hearing distance of all children in care and available to address emergencies or child needs.

C. Additional staff must be added as needed to meet any special needs of the children during busy or more stressful periods and for emergency situations.

D. Each Contractor will have an emergency plan in place to contact Contractor's management staff 24 hours a day, seven days a week.

XVI. Alleged Child Maltreatment While in Placement

A. The Contractor will support a child protection system that:

1. Is comprehensive, child-centered, family-focused and community-based.
2. Incorporates all appropriate measures to prevent the occurrence or recurrence of child abuse and neglect.
3. Promotes physical and psychological recovery and social re-integration in an environment that fosters the health, safety, self respect and dignity of the child.

B. The Contractor's staff should be knowledgeable with regard to child abuse and neglect prevention, intervention and treatment, while being culturally sensitive to ethnic and racial minorities and diverse geographic areas within the community.

C. The Contractor will provide training to its staff with regard to the prevention of maltreatment to children in their care. Agency staff training must be documented and must include:

1. How to identify when abuse or neglect has occurred.
2. The legal duties of Contractor's staff and their responsibility to protect the legal rights of the child.
3. Protocols for mandated reporting of child abuse or neglect.
4. How to address substance abuse, domestic violence and neglect.
5. Confidentiality of all records in order to protect the privacy rights of the child and the child's parents.
6. Protocols for reporting medical neglect, and/or procedures or programs to provide for the:
 - a. coordination and consultation with individuals designated by and within appropriate health-care facilities;
 - b. prompt notification by individuals designated by and within appropriate healthcare facilities of cases of suspected medical neglect;
 - c. authority, under State law, for the State child protective services system to pursue any legal remedies, including the authority to initiate legal proceedings in a court of competent jurisdiction, as may be necessary to prevent the withholding of medically indicated treatment from disabled infants with life threatening conditions.

D. The agency must have procedures in place outlining the immediate steps to be taken to ensure and protect the safety of the abused or neglected child and of any other child under the same care who may also be in danger of abuse or neglect and ensuring their placement in a safe environment.

E. All confidential records shall be made available to: individuals who are the subject of the report; federal, state or local government entities, or any agent of such entities; child abuse citizen review panels;

child fatality review panels; a grand jury or court, upon a finding that information in the record is necessary for the determination of an issue before the court or grand jury; and other entities or classes of individuals statutorily authorized by the State to receive such information pursuant to a legitimate State purpose.

XVII. Additional Reporting Requirements Related to Maltreatment

A. The staff member who observed or was informed of the maltreatment will immediately call the Bureau of Milwaukee Child Welfare Access (220-SAFE) upon learning of an allegation of maltreatment occurring in their center.

B. The staff person making the referral will provide the BMCW Access Staff or any social worker involved in the investigation any and all available written information that may provide further detail or clarify the allegation.

C. The agency is expected to fully cooperate with BMCW and any independent investigating agency regarding any report of alleged maltreatment of a foster child while in care. Children's placements are only to be changed by appropriate ongoing case management or initial assessment staff.

D. Any substantiated maltreatment in a center will require the agency to submit a Corrective Action Plan (CAP) to BMCW within 30 days of being notified of the substantiation. This CAP shall include any action initiated in response to the recommendations of the independent investigating agency.

E. BMCW Access staff may receive an allegation of maltreatment that has been reported by another source that raises concern for the care of the child in the Contractor's care. If the referral is **screened out**, the Contractor will review the referral and follow up on any concerns or licensing issues. If the referral is **screened in** the agency will ensure the children in the home are safe and will not investigate the allegation. When the independent investigation is completed, the Contractor will review and implement the assessment recommendations as appropriate. As needed, the Contractor will work with the BMCW Out-of-Home Care Liaison in the follow up of screened in and out referrals and independent investigation recommendations.

XVIII. Length of Stay Mandated by State Law

A. Pursuant to DCF Chapter 59.05, a center shall not keep any **pre-dispositional** children in residence longer than 30 days per episode except when a placement cannot be found within 30 days. The Contractor may request for a 15-day extension of placement. Requests must be made prior to the 30th day in care.

B. If a second 15-day extension must occur, the Contractor will make another request for extension of placement in the center. This request must be made prior to the expiration of the prior approved time.

C. All extension requests are to be submitted to the BMCW designee.

D. The length of stay for **post-dispositional** adolescents in a center is not to exceed 20 days. There are no extensions allowable for post-dispositional adolescents.

XIX. Discharge Planning

A. The Contractor will assist in planning for permanent placement of each child through frequent contact and cooperation with the child's case manager.

B. The Contractor will participate in the Family Teaming meeting, as necessary, and share the results of any internal and external assessments.

C. Under no circumstances is the Contractor to make a unilateral decision to have an adolescent removed from the center. If an adolescent engages in behavior that includes an act of violence, threat of violence or property damage, it is appropriate for the Contractor to contact law enforcement as necessary. If the police officer concludes that the behavior is criminal, the police officer may remove the adolescent from the center. If the police officer does not believe the adolescent's behavior necessitates that he or she be detained, the adolescent is to remain at the center.

D. The Contractor may make a request to have a child removed from the center. The request is to be submitted to the PRU Assessment/Stabilization Center Coordinator who will review the request with the BMCW case manager and respond to the request within one business day.

XX. Staff Qualifications and Training

A. Staff must have the relevant educational background, work experience and training related to caring for adolescents who have been abused or neglected. They should be culturally competent and knowledgeable in the following areas:

1. The impact of maltreatment on the adolescent's growth and development;
2. The nature and stages of development of adolescents (physical, cognitive, social, moral and emotional); and
3. The effects of separation.

B. The center's Program Director/Manager shall be at least 21 years of age, have two years of supervised child welfare work experience and have a college degree, preferably with a major in any of the following:

1. Social Work
2. Sociology
3. Special Education
4. Psychology
5. Counseling and Guidance
6. Criminal Justice
7. Human Services or another related discipline

C. The Contractor must ensure diversity of staff to reflect the diverse population of the adolescents who enter out-of-home care.

D. The Contractor's staff must be aware and supportive of the reunification and permanence goals to meet the needs of the adolescent.

E. Staff retention is essential to the quality and continuity of services. The Contractor must implement strategies to support and retain caring and competent staff.

F. The Contractor must ensure annual training, in addition to that referenced above related to maltreatment, is provided that should include topic areas including, but not limited to, de-escalating aggressive behavior, oppositional defiant behavior, communicable diseases, sexualized behaviors and separation from family.

G. The Contractor must meet all the staff qualification and training requirements of DCF 59.